

3.3. If you have paid for a PRO Subscription plan, you may sub-license the rights granted to you under Section 3.1 (a) to independent freelancers for the purpose of making Customer Projects on your behalf. For the purposes of this section, a freelancer is defined as a person who works for themselves, is self-employed engaged by one or more employers either independently or on a project basis. For the avoidance of doubt, any such sub-licenses may only be granted during the term of this Agreement. You remain responsible, as for your own debt, for any such sub-licenses' use of the Music Catalog and the Audio Track.

3.4. If you have paid for a PRO Subscription plan, you may sub-license the rights granted to you under Section 3.1 (b) above, i.e. the right to make available to Projects, to third parties (provided for the sake of clarity that the Customer Project is completed during the term of this Agreement).

3.5. If you have paid for a PRO Subscription plan, you can integrate with complete freedom, at the forefront or background of, an Advertising audio / video / production, across multiple cuts of the same project. Advertising audio / video / film production suggests that there will be a paid media campaign to promote advertise the media project to targeted audiences across many digital media platforms including outdoor, VOD, OTT, TV Broadcast & Theatrical. The Licenses where a paid media campaign budget does not exceed 100K USD. Should the budget exceed this amount, please contact the Loudly team directly to easily commercial agreement.

3.6. This Subscription is intended to cover most entities and commercial use cases. However, the following entities and commercial uses cases are NOT covered by this Agreement (in this case, you can send an email to help@loudly.com to request a custom license).

3.6.1. You may not use any Audio Track under this Subscription if you are (or you form part of an undertaking that is):

(a) a private or publicly held company with an actual or perceived market cap (market value) of at least five-hundred (500) million US dollars; or

(b) a major publisher, meaning that you have an annual turnover of over USD fifteen (15) million and/or you publish more than 10 titles. Publishers include limitation digital publishers, podcast publishers, video game publishers, broadcasters, and similar media companies.

Not sure if the above is you? Send an email to help@loudly.com and we will help you find out.

3.6.2. You may not use any Audio Track under this Agreement:

(a) on a standalone basis including without limitation that the Audio Track may not be repackaged (in whole or in part) as for example audio samples, sound effects, or music beds, nor combined with a single still image or limited animation where the production is essentially tantamount to use of the Audio Track on a standalone basis, meaning uses where complete or almost complete Audio Track are used and where any accompanying visuals are of a subordinate imp

(b) in any way that is intended to allow third parties to download and/or otherwise access or use the Audio Track on a standalone basis, including without limitation any digital templates or other applications enabling end users to synchronize or otherwise combine the Audio Track with other content, or in any manner or users to create or order on-demand products (such as electronic greeting cards or ringtones) or make the Audio Track available in any physical products (e.g. speakers); or

(c) in connection with any material or otherwise in a manner or context that is defamatory, illegal or inciteful of an illegal act; immoral; racist; hateful or discriminatory against any person based on for example race, nationality, religion, ethnic identity, gender, gender identity or sexual orientation; constitutes encouragement violence or use of weapons; or in a manner or context that otherwise violates any rights of anyone associated with the Audio Track. You shall comply with applicable laws and regulations. Moreover, you may not use the Audio Track in connection with sensitive subjects without the prior written consent of Loudly.

(d) no individual or entity is permitted to use Loudly's Audio Tracks for the purpose of:

- 1) training an AI model,

- 2) creating a standalone music dataset or

- 3) integrating into a larger dataset.

This restriction applies to whether the individual or entity is a paying Subscriber or not. In the event of non-compliance with the above prohibition, Loudly is entitled to terminate the contract without notice. Loudy reserves the right to assert claims for damages.

3.7. The Personal and PRO Subscriptions only cover use by one individual. If you wish to allocate more individuals to your license, please contact us. If we concrete reasons to believe that more than one person is using the same account, we reserve the right to either (i) immediately terminate the account, with refunding any prepaid fees, or (ii) with retroactive effect assess additional fees to you calculated in each instance on the then-current per-user pricing of the Subscription for each additional user.

3.7. All rights and licenses granted hereunder are non-exclusive, non-transferable and non-assignable and may not be sub-licensed other than as express under this Agreement. You may only use the Audio Track in accordance with the rights and licenses granted under this Agreement.

4. MONETIZATION

4.1. Subject to your compliance with this Agreement, you may allow, and receive remuneration from, the display of third-party ads in connection with making your Customer Projects on social media platforms such as YouTube offering such possibilities (i.e. monetize). You are responsible for registering the Customer Projects and/or relevant social media channels with Loudly, in accordance with the instructions that Loudy provides from time to time.

4.2. Subject to your compliance with this Agreement, as a paying subscriber of Loudly's Distribution service, you are entitled to receive earnings accrued for Music Tracks released and streamed on music streaming platforms. The earnings are calculated as the net revenues received by Loudly after revenue cell achieved. Loudly will display the number of streams and earnings accumulated on a monthly basis via the user's account profile in the Loudly Site. The first streams and earnings will appear in the User's account page after a minimum 3-month period. Loudy is subject to this timeframe as it is controlled by the streaming platforms who are responsible for sharing the data. The data is received 'as is' and Loudy has no means to verify or guarantee its accuracy.

5. PAYMENT

5.1. For the rights granted herein you will be charged a subscription fee at the beginning of each Subscription Period (as defined in Section 6.1 below), in accordance with the statement section on the Loudly website. The subscription fee constitutes a fixed sum and no additional fees will be owed by you in relation to permitted use of the rights granted herein to (i) Loudy, (ii) any composer, performer, producer or other person involved in the creation of the Audio Track or collecting society where the collection is exclusively delegated to such society by local statute, irrespective of the membership of, or any contractual from, any of the composers, performers or other rights holders in the Audio Track.

5.2. If you provide a VAT number and applies a VAT reverse charge on a purchase and the VAT number is invalid or non-applicable, Loudy has the right to and to issue a new invoice with a correct VAT charge, for which you will be obliged to pay.

5.3. Loudy may change the subscription fee from time to time and will communicate any such changes to you in advance. Price changes will take effect no later than the start of the Subscription Period following the date of the change. If you do not accept the price change, you may terminate your Subscription at a prior to such price change.

6. TERM AND TERMINATION

6.1. This Agreement shall enter into force upon your acceptance of the terms set forth herein and will be automatically prolonged for periods of either one (1) twelve (12) months depending on your chosen payment plan (each such period constitutes a "Subscription Period") until terminated by you or by Loudy via

Krista Dandridge-Barnett <kristadandridgebarnett@gmail.com>
To: support@loudly.com, creators@loudly.com, legal@loudly.com, press@loudly.com, "info@loudly.com" <info@loudly.com>

Cc: Krista Dandridge-Barnett <kristadandridgebarnett@gmail.com>

Loudly.com
Friday | July 26, 2024 | 1:18am est

Greetings... As a result of Loudly.com's website failing to register a proper printout – rendering such print out, to a various degree, void – I, hereby, request to Loudly.com to email me a properly formatted printout in PDF format to consist of **all** of the recordation and the archival record. Furthermore, such printout should include the Loudly and/or Loudly.com letterhead to give strong indication that such has been forwarded and approved by Loudly.com. Your time is highly appreciated & Thanks ag

The following has been cut & pasted directly from the Loudly.com website:



[Sign up free](#)

1. PARTIES

1.1. License rights to Loudly Audio tracks can only be acquired via a three plan subscription system. The overview of the current range of subscription plan available on our pricing page <https://www.loudly.com/music/pricing>. The terms set forth in this License Agreement (this "Agreement") apply to your use of the Subscription plans provided by Loudly GmbH (Quedlinburger Str. 1, 10589 Berlin, Germany) ("Loudly").

1.2. By clicking "I agree", or otherwise signifying your acceptance of these terms and conditions, you are agreeing to be legally bound by this Agreement, its Terms and Conditions, the Cookie Policy, and the Privacy Policy, all of which are available through the Loudly website and incorporated herein by reference warrant that you are of legal age and are authorized to enter into this Agreement. If you are signing up for a Subscription plan, or accessing or using the Loudly website or applications or music, in connection with your employment, you hereby represent to us that you are authorized to and hereby do bind your company/employer to this Agreement, and any references herein to "you" and "your" will refer to both you and your company/employer, as applicable.

2. DEFINITIONS

In this Agreement the following words and expressions shall have the following meanings: "Loudly Digital Site" means the website or applications provider currently with the URL address www.loudly.com offering you access to generate, search for, listen to, modify, download and distribute an audio track. "Audio" refers to each and every sound recording generated or contained in the Loudly Digital Site. "Music Catalog" means every pre-existing Audio Track that is made available for you to download on the Loudly Digital Site. "AI Music Track" means any audio file that a User generates via Loudly's creation software in Loudly Digital Site. "Subscription" means the subscription plans offered by Loudly, including access to the Loudly Digital Site and the right to use the Audio in accordance with the terms set forth in this Agreement.

3. LICENSE GRANT VIA SUBSCRIPTION

3.1. Loudly currently offers three (3) paid Subscription plans which grant the user specific usage rights. The Subscription plans are titled "Personal", "PRO". "Distribution" The number of Subscription plans available, and the naming of the Subscription plans may change from time to time, as well as from region to region.

3.2. Subject to the terms and conditions of this Agreement, Loudly hereby grants to you the following rights of usage in accordance with the Subscription plan purchased via the Pricing Page :

(a) for the term of this Agreement, the right to access the Music Catalog and all Audio Tracks in the Loudly Digital Site, to download and make copies of the Tracks in order to synchronize, combine and/or integrate them, in whole or in part, within audio-visual, video, software application and podcast productions by or on behalf of yourself (the "Customer Project"); and

(b) for the term of this Agreement the right to make any Customer Project containing any Audio Track available worldwide on any and all online channels a platforms provided that the Customer Project is completed during the term of this Agreement.

(c) all Audio Tracks made available via Loudly have been pre-cleared for usage in Customer Projects to upload across social media sites such as, but not Facebook, YouTube, WhatsApp, Instagram, LinkedIn, Pinterest, TikTok, Twitch, Twitter, Vimeo or any other social media platform or sites which host video

(d) Restriction: usage across outdoor, TV broadcast, IPTV, VOD, cablecast, satellite television, cinema and/or theatrical release, commercial streaming (an download) services (e.g. Netflix, iTunes, Hulu, Facebook Watch, or similar) or incorporated into a logo, trademark and service mark is not permitted. The use in these formats can be easily acquired by speaking directly with the Loudly team to reach a commercial agreement, usually within 24hrs (send e-mail to help@loudly.com).

(e) you have the right to use the Audio Tracks across an unlimited number of Customer Projects. This right is granted across all available Subscription plan as the Customer Projects are published by you during the Subscription term period. If you register the Customer Project by sharing a project description, its relevant assets within the Subscription term period and you have paid for a 12-month Subscription plan, you have the right to use the Audio Tracks in Customer Projects for an unlimited period.

(f) the right to release an AI Music Track to streaming platforms is granted EXCLUSIVELY through the Loudly Distribution service made available via the Loudly Site. This service enables usage across music or audio streaming services such as, but not limited to - Spotify, Apple Music, Amazon Music, Soundcloud, I Tidal. It is not permitted to release an AI Music Track via any external music or audio distribution companies such as, but not limited to - Ditto, Distrokid, CD Tunecore.

(g) It is not permitted to release Loudly's Music Catalog across any music or audio streaming services such as, but not limited to - Spotify, Apple Music, Am Soundcloud, Deezer, Tidal.

<https://mail.google.com/mail/u/0/?ik=3d2aa7cdc8&view=pt&search=all&permthid=thread-a:r391335296565697338%7Cmsg-a:3429655097872167398&simpl=msg-a:3429655097872167398&mb=1> 1/4

<https://mail.google.com/mail/u/0/?ik=3d2aa7cdc8&view=pt&search=all&permthid=thread-a:r391335296565697338%7Cmsg-a:3429655097872167398&simpl=msg-a:3429655097872167398&mb=1> 2/4

period of at least four weeks to the end of the respective monthly or annual contract term. The agreement automatically renews on a month-to-month basis depending on the subscription plan you have purchased.

6.2. Loudly has the right to terminate your Subscription and this Agreement without a notice immediately and to suspend your access to the Loudly Digital Site in the event of your actual or suspected unauthorized use of the Audio Track or non-compliance with the provisions set forth in this Agreement.

6.3. To the fullest extent permitted under applicable law and except as otherwise stated herein, you agree that Loudly will have no liability or responsibility that Loudly will not refund any amounts that you have already paid if you terminate this Agreement or if Loudly terminates this Agreement or suspends your the Loudly Digital Site in accordance with the provisions herein.

6.4. After termination of this Agreement has taken effect, you are no longer entitled to use and access the music Catalog and shall return to Loudly, or other destroy or remove from storage, any and all copies of the music Catalog and the Audio Track contained therein. This does not affect customer Projects in section 3.1.d.

7. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

7.1. Loudly holds all copyrights and neighbouring rights in and to the music Catalog and is the sole rights holder in respect of the Audio Tracks.

7.2. You hereby acknowledge that you do not acquire any proprietary rights as a result of this Agreement in relation to any Audio Track. The Audio Tracks a property of Loudly.

8. TRADEMARKS AND CREDITS

8.1. Neither party is granted any right or interest in or to the trademarks, brands or trade names of the other party. Neither party may use the other party's trade brands or trade names without the prior written consent of the other party.

8.2. If any Audio Track is used in a Customer Project, in which credits are provided for other music or content providers, to the extent reasonably possible, c be accorded in a form comparable to such credit(s). Credits substantially similar in form and substance to the following are acceptable: "Artist's Name / Title / Track / courtesy of www.loudly.com". The above credit will, if possible, be displayed as a hyperlink to www.loudly.com.

9. LIABILITY

9.1. Subject to the liability limitations set forth below, each of the parties will be liable for any direct damages incurred by the non-breaching party as a result of the party's breach and/or failure to perform its obligations under the Agreement.

9.2. EXCEPT AS NOTED BELOW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL EXEMPLARY DAMAGE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS.

9.3. IN NO CASE WILL LOUDLY BE LIABLE TO YOU FOR DAMAGES THAT CORRESPOND TO A HIGHER VALUE THAN ALL LICENSE FEE AMOUNT RECEIVED BY LOUDLY FROM YOU UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE TIME SUCH DAMAGE ARO

9.4. The above limitations of liability do not apply with respect to damage occasioned by fraud, wilful misconduct, or gross negligence of a party.

10. DISCLAIMERS

10.1. You acknowledge and agree that the Loudly Digital Site is provided "as is" and Loudly disclaims all warranties express or implied, including but not implied warranties of merchantability or fitness for a particular purpose; (b) warranties as to the quality or performance of the materials, information, goods, technology and/or content provided under or in connection with this agreement, including but not limited to any limitations on user access to or use of content warranties as to the performance of computers, technology and/or networks.

10.2. If you connect your account to a third-party application, we may automatically share your activity and activity-related stories with that service, including content you consume. You understand and agree that such information may be attributed to your account on the third-party application and may be published. You understand and agree that a third party application's use of information collected from you (or as authorized by you) is governed by the third party application's privacy policies and your settings on the relevant service, and our use of such information is governed by our privacy policy and your account

11. ASSIGNMENT

You may not wholly or partially assign or pledge any of its rights and/or obligations under this Agreement without Loudly's prior written consent. Loudly may assign this Agreement and/or wholly or partially assign or pledge any of its rights and/or obligations under this Agreement to any third party provided that such third party agrees to be bound by the terms of this Agreement.

12. SEVERABILITY

If one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect under applicable mandatory law, the legality and enforceability of the remaining provisions shall not be affected. Such severed provisions shall be revised only to the extent necessary to make enforceable.

13. AMENDMENTS

Occasionally Loudly may, in its discretion, make amendments to this Agreement. If Loudly makes amendments to this Agreement that Loudly deems materially adverse to you, Loudly will notify you through the website. By continuing to use the Loudly Digital Site